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6 SUPERIOR COURT FOR THE STATE OF WASHINGTON  
7 IN AND FOR THE COUNTY OF KING

8 ANTHONY SPARKS,

9 Plaintiff,

10 vs.

11 TEXTRON, INC.,

12 Defendant.

NO.

COMPLAINT FOR UNPAID  
OVERTIME, MEAL AND REST  
BREAK TIME

13 **I. NATURE OF ACTION**

14 1.1 This is a lawsuit for unpaid straight time and overtime compensation and double  
15 or liquidated damages pursuant to the Washington Minimum Wage Act (the MWA), RCW  
16 49.46 and RCW 49.52.050; the Fair Labor Standards Act (FLSA), 29 U. S. Code secs. 207 and  
17 216(b); RCW 49.12 and WAC 296-126-092.

18 **II. JURISDICTION AND VENUE**

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20 2.1 This Court has jurisdiction pursuant to RCW 2.08.010 and 29 U. S. C. sec.  
21 216(b).

22 2.2 Venue properly lies in this Court pursuant to RCW 4.12.025(1) & (3).  
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1 **III. PARTIES**

2 3.1 Plaintiff Anthony Sparks is a former employee of Textron Specialized Vehicles,  
3 a division of Defendant Textron, Inc. He is a citizen of the State of Washington.

4 3.2 Defendant is a Delaware corporation which, at all times material to this  
5 complaint, did business in King County, Washington.

6 3.3 At all times material defendant has been an employer within the meaning of the  
7 MWA; RCW 49.52; RCW 49.12; WAC 296-126-092 and the FLSA.  
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9 **IV. FACTS**

10 4.1 Defendant employed plaintiff from January 2016 until June 26, 2017.  
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12 4.2 During his employment with defendant, plaintiff worked at defendant's SeaTac  
13 Service Center (the "Center") at Seattle-Tacoma International Airport in King County,  
14 Washington.

15 4.3 Defendant hired plaintiff for a Part Sales Coordinator position which defendant  
16 classified as an "outside sales" position exempt from the overtime requirements of the MWA  
17 and FLSA.

18 4.4 From January 2016 until plaintiff's termination on June 26, 2017 defendant  
19 required plaintiff to perform non-exempt work, including without limitation researching,  
20 ordering and obtaining parts for the service technicians at the Center in an amount in excess of  
21 20% of the total hours plaintiff worked each week.

22 4.5 From March 2016 until June 26, 2017 plaintiff regularly worked in excess of 40  
23 hours per week. Defendant did not compensate plaintiff for his overtime hours at the rate of  
24 time and one-half his regular rate of pay.

1           4.6     In January, March and June 2017 plaintiff complained to defendant that he was  
2 misclassified as exempt.

3           4.7     Defendant responded that plaintiff was exempt because he was a salaried  
4 employee and offered no other justification for its treatment of plaintiff as exempt.

5           4.8     Defendant knew or should have known that paying plaintiff a salary, by itself, is  
6 not a legally sufficient basis for treating plaintiff as an exempt employee.

7           4.9     At all times material defendant knew or should have known that it was required  
8 to pay plaintiff for overtime hours in excess of 40 hours per week at the rate of time and one-  
9 half plaintiff's regular rate of pay.

10           4.10    Defendant's failure or refusal to pay overtime to plaintiff was willful.

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12                                   **V. LEGAL CLAIMS**

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14                                   **A. FIRST CAUSE OF ACTION:**  
15                                   **CLAIM FOR UNPAID OVERTIME AND DOUBLE DAMAGES**  
16                                   **UNDER THE WASHINGTON MINIMUM WAGE ACT**

17           5.1     Plaintiff incorporates by reference paragraphs 1.1 through 4.10 of the complaint  
18 as if fully set forth herein.

19           5.2     Plaintiff was at all times material an "employee" within the meaning of the  
20 Washington Minimum Wage Act, RCW 49.46, and RCW 49.52.

21           5.3     Defendant violated RCW 49.46.130 by failing to pay overtime at the rate of  
22 time and one-half the rate to plaintiff for his overtime hours worked.

1           5.4     Pursuant to RCW 49.46.130 plaintiff is entitled to actual damages for the unpaid  
2 overtime in an amount equal to one and one-half his regular rate of pay times the unpaid  
3 overtime worked.

4           5.5     Defendant knew or should have known it was required to pay the overtime pay  
5 for plaintiff's overtime hours worked. By failing to do so, it willfully deprived plaintiff of  
6 wages due him in violation of RCW 49.52.050(2). Therefore, plaintiff is entitled to double  
7 damages pursuant to RCW 49.52.050 and .070.

8                   **B. SECOND CAUSE OF ACTION: CLAIM FOR UNPAID OVERTIME AND**  
9                   **LIQUIDATED DAMAGES PURSUANT TO THE FAIR LABOR STANDARDS ACT**

10          5.6     Plaintiff incorporates by reference as if fully set out herein paragraphs 11.1  
11 through 5.5 of the complaint.

12          5.7     Plaintiff was at all times material an "employee," and defendant was at all times  
13 material an "employer" within the meaning of the Fair Labor Standards Act, 29 U. S. C. sec.  
14 201 et seq.

15          5.8     Defendant violated 29 U. S. C. sec. 207 by failing to pay overtime at the rate of  
16 time and one-half the rate to plaintiff for his overtime hours worked.

17          5.9     Plaintiff, pursuant to 29 U. S. C. sec. 216(b), is entitled to actual damages for  
18 the unpaid overtime in an amount equal to one and one-half his regular rate times the unpaid  
19 time worked, and an additional equal amount as liquidated damages.

20                   **C. THIRD CAUSE OF ACTION: DAMAGES FOR REST AND MEAL BREAKS NOT**  
21                   **PROVIDED**

22          5.10    Defendant has been at all times material an employer, and plaintiff was at all  
23 times material an employee, within the meaning of RCW 49.12 and WAC 296-126-092.  
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1           5.11 Defendant did not provide plaintiff with 30-minute meal breaks or 10-minute  
2 rest breaks during plaintiff's employment.

3           5.12 Plaintiff has been damaged in the amount equal to an additional 30 minutes of  
4 pay for every work day of more than five hours in which no meal break was provided, and an  
5 additional 10 minutes for every four hours of work in which not rest break was provided.

6           5.13 Plaintiff is entitled to damages at time and one-half his regular rate for meal or  
7 rest breaks not provided in overtime weeks.

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9                           **VII. REQUEST FOR RELIEF**

10           WHEREFORE, plaintiff requests that this Court enter an order awarding him damages  
11 as follows:

12           A. Pursuant to RCW 49.46.130 and/or 29 U. S. C. sec. 2016(b), damages for unpaid  
13 overtime at time and one-half plaintiff's regular rate of pay in an amount to be proven at trial;

14           B. Pursuant to RCW 49.52.050 and 070 and/or 29 U. S. C. sec. 216(b), double or  
15 liquidated damages for the unpaid overtime;

16           C. Damages for rest and/or meal breaks not provided in the form of an award of  
17 additional work time, to be paid at overtime rates in overtime weeks and the minimum wage in  
18 straight time weeks.


19           D. An award of attorney's fees and costs pursuant to RCW 49.48.030, 49.52.070  
20 and/or 29 U. S. C. sec. 216(b);

21           E. Prejudgment interest; and

22           F. Such other and further relief as the Court deems just and proper.  
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1  
2 DATED this 22<sup>nd</sup> day of July 2019.  
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4 FRANK FREED SUBIT & THOMAS LLP

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7 By: \_\_\_\_\_  
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